



In the matter of:

Complaint No. 13/2025

M/s Blessing Health Care Pvt. Ltd. Industrial Area Chambaghat Tehsil and  
Distt Solan-173212 (HP).

– Complainant

Vs

1. The Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004
2. The Assistant Executive Engineer, Electrical Sub-Division No.-3, HPSEBL, Solan, Tehsil and Distt. Solan-173212(H.P)

- Respondent

Complainant No. 13/25 (Registered on 24/04/2025)  
(Orders reserved on 23/05/2025, Issued on 09/06/2025)

Present for:

The Complainant: -Sh. O.C. Sharma, Advocate

The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law  
-Sh. Rajesh Kashyap, Advocate  
-Er. Surinder Singh, AE, ESD-3, Solan

## QUORUM

Er. Deepak Uppal

HP Electricity Ombudsman

1. The case was registered and received on 24/04/2025, filed under Regulation 28(1)(b), of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the final Order dated 12/03/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1413/202412/38. The matter was fixed for admission hearing on 26/04/2025.



*Deepak Uppal*



2. The case could not be heard for admissions on 26/04/2025 as the counsel for Complainant could not attend the Court due to some unavoidable circumstances and conveyed telephonically as such the matter was listed for admission hearing on 05/05/2025 with further directions that in default of absence of any concerned, the case would be disposed ex-prate.
3. Case called, the matter was heard for admissions on 05/05/2025. After listening to both the parties the matter was admitted only to the extent of initiation of proceedings and thereafter, partial arguments were also conducted. The Respondent Board was directed to submit reply on 16/05/2025 and the Complainant was to submit Rejoinder if any within weeks' time thereafter. The case was listed for hearing on 23/05/2025.
4. Case called, the matter was heard. The Respondent Board submitted reply in compliance to this court order dt.05.05.2025. The ld. counsel for Complainant did not submit the Rejoinder, rather preferred oral arguments. In fact, since the matter had already been argued partially during admission hearing on dt.05/05/2025 and both the parties were quite conversant with the issue which was confining only to one i.e. magnetic tampering, on asking by this authority for conducting final arguments, the concerned counsels did not show any resistance and with the mutual Conesus of both the parties, the final arguments were conducted.
5. The counsel for Respondents and concerned Assistant Engineer were also present in the Court room along with the record. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable. Both ld. Counsel for Respondent Board and ld. Counsel for the Complainant advanced their arguments at length. After hearing both the parties, the arguments were concluded and order reserved.

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**A-Brief Facts of the Case:**

1. M/s Blessing Health Care Pvt. Ltd. bearing Consumer ID 100012001336 is a Consumer of Respondent HPSEBL.
2. The Complainant is aggrieved of bill dt. 04.01.2024 which the Respondents raised for billing cycle 05.12.2023 to 01.01.2024 for Rs. 5,78,320/- wherein it was shown the maximum recorded demand as 665.133 KVA. The respondents have raised the demand charges on a contract demand of 135 KVA for Rs. 33,750/- and on the remainder recorded demand of 530.133 KVA, the respondents have levied contract demand violation charges for Rs. 3,97,599.75 paise. The detailed facts of the case stand placed under the heading “**The Complainant’s Submission**”, hence for the sake of brevity, the same are not reiterated.

**B-The Complainant’s Submission:**

**BRIEF FACTS OF THE CASE:**

1. The Complainant submits that the representationist filed a complaint under Regulation 17 of the H.P.E.R.C. C.G.R.F. and Ombudsman Regulation 2013 before the Ld. C.G.R.F. which has been registered by the Ld. C.G.R.F. as complaint NO. 1413/202412/38.
2. The Complainant submits that the facts of the complaint filed before the Ld. C.G.R.F. are that the complainant is a consumer of electricity having been provided connected load of 150 KW with a contract demand of 135 KVA at 11 KV Supply voltage under Legacy A/c No. 100012001336. The respondents have installed Distribution Transformer in the premises of the complainant consumer having capacity of 180 KVA. Shri Prithvi Saxena is its Managing Director and is a competent person to file, sign and verify the present complaint, rejoinders, replications, applications and other pleadings



*Prithvi Saxena*



on behalf of the company. He is competent person to depose on oath as to the facts of the present complaint.

3. The Complainant submits that the respondents issued monthly energy bill dated 04.01.2024 to the complainant company for the billing cycle 05.12.2023 to 01.01.2024 for Rs. 5,78,320/- and required the payment of the same on or before 17.01.2024. In the said bill the respondents have shown the maximum recorded demand as 665.133 KVA. The respondents have raised the demand charges on a contract demand of 135 KVA for Rs. 33,750/- and on the remainder recorded demand of 530.133 KVA, the respondents have levied contract demand violation charges for Rs. 3,97,599.75 paise. The copy of bill dated 04.01.2024 is annexed herewith as **Annexure C-1.**
4. The Complainant submits that he visited the office of respondent No. 2 on 12.01.2024 in order to seek requisite clarification of levy of CDVC in the bill dated 04.01.2024 for Rs. 3,97,599.75 paise. The respondent No. 2 orally apprised the complainant consumer that the maximum demand has been recorded on 16.12.2023 as 665.133 KVA at 6 AM and resultantly the CDVC have been levied in the bill.
5. The Complainant submits that he wrote letter dated 12.01.2024 to the respondents and explained therein that the operation and functioning of the plant on a working day starts at 9:00 AM till early evening and thereafter on rest of hours the plant remains closed. The complainant consumer also explained to the respondent No. 2 herein that the distribution transformer installed in its premises is having 180 KVA capacity and cannot bear the excessive load. The complainant consumer also apprised the respondents that there is every possibility of faults either in line or other equipments of the respondents. The complainant consumer also enclosed the last 20 months







energy bills alongwith letter dated 12.01.2024. The copy of letter dated 12.01.2024 is annexed herewith as **Annexure C-2** and the copies of previous bills are collectively annexed herewith as **Annexure C-3 (colly)**.

6. The Complainant submits that the respondent No. 2 herein, in principal, orally agreed upon that the abnormal jumping of maximum demand on 16.12.2023 at about 6:00 AM is due to some disturbance in Grid Line and said that the case would be forwarded to the higher authorities for necessary inquiry and settlement. The respondent No. 2 required the complainant consumer to deposit 50% of the disputed bill dated 04.01.2024 till the matter is looked into and resolved by the higher authorities. The complainant consumer has deposited Rs. 2,89,160/- towards 50% of bill dated 04.01.2024 vide the copy of payment receipt No. OFF20240119142933 dated 19.01.2024 annexed herewith as **Annexure C-4**.
7. The Complainant submits that the respondents issued subsequent bill dated 07.02.2024 reflecting therein arrears of Rs. 2,97,393.37 paise, bill dated 06.03.2024 reflecting arrears of Rs. 3,01,143.39 paise and bill dated 05.04.2024 reflecting arrears of Rs. 3,04,803.76 paise vide the copies of the same collectively annexed herewith as **Annexure C-5 Colly**.
8. The Complainant submits that the respondents without redressing and resolving the grievances qua the CDVC amount of Rs. 3,97,599.75 paise, issued notice dated 20.04.2024 regarding non-payment of energy bill on account No. 100012001336 and required the complainant consumer thereon to deposit Rs. 3,08,652/- and in case of default, threatened for disconnection of electricity supply. The copy of notice dated 20.04.2024 is annexed herewith as **Annexure C-6**.
9. The Complainant submits that he has deposited Rs. 3,08,652/- with the respondents under serious protest in order to avoid disconnection of

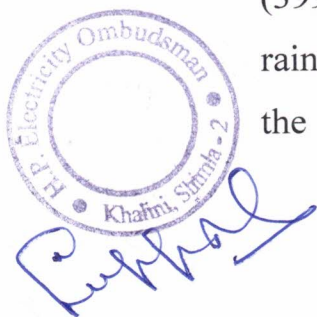


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electricity supply. The copy of payment receipt dated 07.05.2024 is annexed herewith as **Annexure C-7**.

10. The Complainant submits that he wrote letter dated 19.09.2024 to the Senior Executive Engineer and requested therein for the reimbursement /refund of excess charges of Rs. 3,97,599.75 paise as deposited under protest as the matter is unresolved till date. The copy of letter dated 19.09.2024 is annexed herewith as **Annexure C-8**. The respondents have neither reimbursed nor refunded the excess amount as has been charged towards CDVC to the complainant consumer.
11. The Complainant submits that he wrote letter dated 23.12.2024 to the respondent No. 2 and requested therein to supply the MRI data relating to the maximum demand recorded during the period 05.12.2023 to 04.01.2024. The respondents have supplied the said MRI data to the complainant consumer in terms of letter dated 26.12.2024. The copy of letter dated 23.12.2024 is annexed herewith as **Annexure C-9** and MRI data is annexed herewith as **Annexure C-10 (colly)**. The bare perusal of the MRI data of maximum demand transpires that the meter has recorded the maximum demand of 398.40 KVA on 16.12.2023 during 6.00 hours to 6.30 hours. In the MRI data the voltage is shown as 6791.50, average current as 0.00 and power factor as 1.00 during 6:00 hours to 6:30 hours on 16.12.2023. The bare perusal of MRI data of 16.12.2023 for the duration 6:00 hours to 6:30 hours regarding recording of maximum demand as 398.40 KVA, voltage as 6791.50, current 0.00 and power factor 1.00 clearly establishes the factum that the alleged abnormal jumping of maximum demand upto 665.133 KVA (399 KVA x 1.66700 multiplier) is due to disturbance in Grid Line caused by rains or lightening or bad weather. The respondents have not cared to inspect the electrical installation and test report on complaint of the complainant

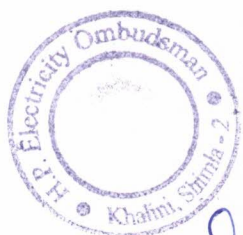






consumer regarding the alleged occurrence of abnormal jumping of maximum demand at 6:00 hours to 6:30 hours on 16.12.2023 which is for a spur of moment. There is serious inaction on the part of respondents to inspect, inquire into and carry out the necessary investigation for the occurrence of momentary abnormal jumping of maximum demand during 6:00 hours to 6:30 hours on 16.12.2023.

12. The Complainant submits that he has not indulged in drawing the maximum demand of 665.133 KVA during 6:00 hours to 6:30 hours on 16.12.2023 and thereby consuming the electricity. The alleged CDVC of Rs. 3,97,599.75 paise were not leviable in the monthly energy bill date 04.01.2024 and the amount so charged is wrong, arbitrary, unjustified, unreasonable and not payable by the complainant consumer. The said amount is liable to be refunded to the complainant consumer alongwith the surcharge levied thereupon by the respondents. The respondents are further liable to pay interest @ 15% on the so charged CDVC amount in terms of para 5.7.3 of Supply Code 2009 and amended provisions of the same.
13. The Complainant submits that the respondents have indulged in unfair trade practices by levying the CDVC of Rs. 3,97,599.75 paise in the bill dated 04.01.2024 on alleged recorded demand of 530.133 KVA and the said amount deserves to be refunded to the complainant consumer alongwith interest @15% per annum as has been stated in the para supra of the complaint.
14. The Complainant submits that the complainant in the complaint filed before the Ld. CGRF claimed the reliefs i.e. a) An Order declaring the demand of Rs. 3,97,599.75 paise on account of CDVC on 530.133 KVA contract demand raised in Bill dated 04.01.2024 as wrong, unjustified, arbitrary and unreasonable and to quash and set-aside the same. b) An order directing the





respondents to refund an amount of Rs. 3,97,299.75 paise alongwith surcharge levied thereupon as well as interest @ 15% per annum till the date of its refund.

15. The Complainant submits that the respondents filed before the Ld. CGRF reply to the complaint which is annexed herewith as **Annexure C-11**. The respondents further placed on the record, during the hearings of the complaint, Supply or Tamper events, vide the copy of the same annexed herewith as **Annexure C-12**. The respondents further filed the report dated 10.03.2025 of Secure Meter, vide the copy of same annexed herewith as **Annexure C-13**.
16. The Complainant submits that after hearing the parties to the lis, the Ld. Forum below held that the complaint is not maintainable in terms of provisions of Sub-Regulation 19(b) of HPERC (CGRF and Ombudsman) Regulations 2013. The copy of impugned Order dated 12.03.2025 is placed on the record as **Annexure C-14**.

Feeling aggrieved by and dissatisfied with the redressal of grievances of the complainant/representationist company, the complainant/representationist company prefers the present representation before this Ld. Authority on the following grounds:

- a) That the findings and conclusions returned and arrived at by Ld. C.G.R.F. in its order dated 12.03.2025 to the effect that the complaint is not maintainable in terms of provisions of Sub-Regulation 19(b) of HPERC (CGRF and Ombudsman) Regulations 2013 is absolutely perverse, erroneous, unjust and deserve to be quashed and set aside by this Ld. Authority. The Ld. CGRF has miserably failed to appreciate the provisions of Section 126(1) of Electricity Act 2003 which mandates that inspection has to be made by the Assessing Officer of premises or after inspection of



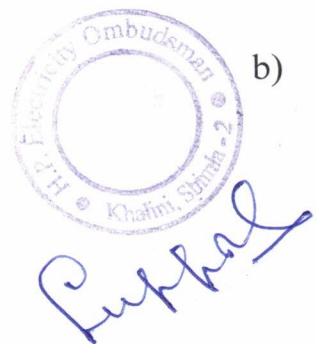




**HIMACHAL PRADESH ELECTRICITY OMBUDSMAN**  
**SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002**  
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equipments, devices, records etc., the Assessing Officer has to arrive at a conclusion that the consumer had indulged in unauthorized use of electricity and thereafter he is to make provisional assessment of electricity charges. The electricity connection of the complainant consumer is at 11 KV Supply voltage and as such is HT consumer. The Senior Executive Engineer has been designated as Assessing Officer to carry out the provisions of Section 126 of the Electricity Act 2003 in terms of Notification dated 14.06.2011 issued by the Govt. of H.P. The Sr. Executive Engineer Solan has not made any inspection of premises, equipments, devices, records etc. of the complainant consumer on 16.12.2023 or even thereafter in the present case. There is no inspection report or provisional assessment or final assessment order passed by the Assessing Officer on the records of the complaint No. 1413/202412/38 which demonstrates that the case of the complainant falls under Section 126 of the Electricity Act 2003. The Assessing Officer has neither arrived at a conclusion that there is usage of electricity through a tampered meter nor there is any testing report of M&T Lab of HPSEBL to this effect on the records of the complaint. Further, it is submitted that there is no complaint on the record of the complaint made under Section 135 of Electricity Act by any officer of the Licensee or authorized officer to the police regarding the alleged theft of Electricity by tampering of meter. In absence of the aforesaid mandatory requirements for constituting unauthorized use of electricity and theft of electricity, the Ld. CGRG has illegally and erroneously arrived at a conclusion that the case falls under Section 126 and 135 of the Electricity Act 2003.

- b) That the respondents herein filed reply to the complaint and no contention or plea has been raised therein regarding unauthorized use of electricity and theft of electricity through tampered meter. It has happened at the





time of hearing of the complaint that the respondents placed on record Supply or Tamper event wherein magnetic tamper has been recorded by the meter during the period 5:39:01 to 6:09:32 on 16.12.2023. The complainant consumer requested the Ld. CGRF below for sending the meter to its manufacturer and to this effect the Ld. Forum issued necessary directions to the respondents for sending the meter to the manufacturer. The respondents herein only sent the MRI data to the manufacturer Secure meters and the meter was not sent for physical inspection and examination by the manufacturer Secure Meter. Subsequent to that, the respondents submitted the report dated 10.03.2025 of the manufacturer Secure Meter on the record of the complaint. The manufacturer Secure Meter has stated in its report that meter having serial No. HPS49066 manufactured in 2009 was supplied with 5 years warranty upto 2014. It has been stated in the report dated 10.03.2025 that as per technical specifications of HPSEBL, as and when meter sense any magnetic influence, meter shall start recording the energy at I max (maximum current) in accordance with IS14697. It is pertinent to mention here that the Ld. CGRF below has erred in not appreciating that meter which has outlived its warranty in 2014 is capable to sense any magnetic influence after about 13 years. The Ld. CGRF has erred in placing more credence on the report dated 10.03.2023 of Secure meter while holding that the case falls under Section 126 or 135 of Electricity Act 2003. It is most respectfully submitted that in absence of physical testing and examination of the meter in question in M&T Lab of HPSEBL or Laboratory established by the Secure Meter and report to that effect qua the same, the observations of the Ld. CGRF below in its order dated 12.03.2025 is absolutely unjust, unsustainable and deserves to be quashed and set-aside by this Ld. Authority and the reliefs



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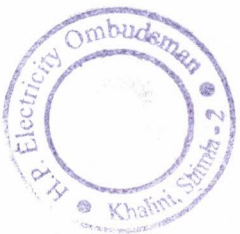
prayed for in the complaint may be granted to the present representationist.

- c) That it is most respectfully submitted that the signs and features of magnetic tamper can be established and proved only in case the meter is subjected to physical inspection, testing and examination in the M&T Lab. Of HPSEBL or Lab of Secure meter. The MRI data showing the magnetic tamper by the meter can be due to its abnormal behavior or due to some other intervening factors like disturbance in grid line due to bad weather, lightening, thundering etc.
- d) That the entire observations of the Ld. CGRF below have been based upon surmises and conjectures while not entertaining the complaint of the complainant/representationist consumer and the same deserves to be quashed and set-aside.

17. The Complainant submits that the representation of the representationist is within limitation as the copy of Order dated 12.03.2025 has been supplied in terms of letter dated 15.03.2025 and the same was delivered on 20.03.2025, hence the representation is within limitation.

18. The Complainant prays for following Relief:

- a) An Order declaring the demand of Rs. 3,97,599.75 paise on account of CDVC on 530.133 KVA contract demand raised in Bill dated 04.01.2024 as wrong, unjustified, arbitrary and unreasonable and to quash and set-aside the same.
- b) An order directing the respondents to refund an amount of Rs. 3,97,299.75 paise alongwith surcharge levied thereupon as well as interest @ 15% per annum till the date of its refund.



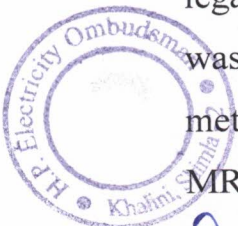
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- c) An order quashing and setting aside the Order dated 12.03.2025 passed in complaint no. 1413/202412/38 being perverse, unjust, wrong, erroneous and unsustainable in law.
- d) Any other relief as entitled for in the fact and circumstances involved in the case.

**C- The Respondent's Submission:**

1. The Respondent submits that the representation as preferred by the complainant is not maintainable in the eyes of the Law, hence liable to be dismissed, as it is based on conjectures and surmises.
2. The Respondent submits that the relief sought by the complainant is not tenable in law, in as much as that the complainant is liable to make payment of the CDVC as raised by the respondents, which is perfectly legal and valid, purely based on the MRI data retrieved from the system, which is beyond the scope of the human interference. It is submitted that Since the demand is legal and statutory, there is no question of the illegality in the order passed by the Id Forum.
3. The Respondent submits that the HPSEBL is a deemed Distribution Licensee under Electricity Act, 2003 for supply of electricity supply to consumer in Himachal Pradesh. The requisite charges for supply of electricity to the consumers is being charges from the consumers based on Regulations notified by Himachal Pradesh Electricity Regulatory Commission pursuant to the powers conferred on it under the various Sections of Electricity Act, 2003.
4. The Respondent submits that the present complaint is not maintainable in the eyes of law the respondents by issuing the energy bill are perfectly valid and legal in the eyes of law. Further, the energy bill for the month of January 2024 was generated on the basis of MRI data which has received from the energy meter no. HPSEB49066, wherein the human interference is totally negligible. MRI data report and other relevant material, which is appended with the reply, as



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**Annexure R-1 (Colly)**, are perfectly valid and accordingly, the Complainant is liable to honour the demand.

**On merits:-**

1. The Respondent submits that the contents of Para No.1 are matter of record, hence anything contrary to the record is specially denied.
2. The Respondent submits that the contents of Para No.2 are matter of record, hence anything contrary to the record is specially denied.
3. The Respondent submits that the contents of Para No.3 are matter of record, hence anything contrary to the record is specially denied.
4. The Respondent submits that the contents of Para No.4 are matter of record, hence anything contrary to the record is specially denied.
5. The Respondent submits that the content of Para 5 are matter of record, hence anything contrary to the record specifically denied.
6. The Respondent submits that the contents of the Para no. 6, insofar as they are matters of record, admitted. The remaining contents are wrong, in correct, and hence denied. It is vehemently denied that Respondent No.2 orally agreed to the abnormal surge in maximum demand on 16.12.2023 at approximately 6.00 A.M. It is humbly submitted that the energy bill for January 2024 was generated based on MRI data and the recorded contract demand. Subsequently, the energy bills of M/S Blessing Health Care Pvt Ltd. Were generated using Meter readings and recorded demand data via MRI, which are automatically processed. It is pertinent to mention that human intervention is entirely negligible in the bill generation process. It is admitted that the complainant deposited 289,160 towards 50% of the bill dated 4.01.2024. It is further submitted that the Hon'ble Supreme Court **in the case of Torrent Power Ltd. Vs Gayatri Intermediated Pvt Ltd.,**



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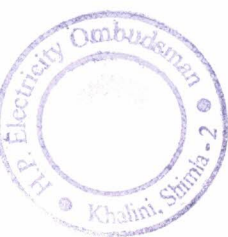
has categorically held that energy bills generated on the basis of MRI data/ meter data are presumed to be valid and binding unless the consumer can establish a clear error or malfunction. As submitted in the preceding paragraph, the bills were generated automatically, and human interference is entirely negligible. Therefore, the representation is devoid of merit and liable to be dismissed.

7. The Respondent submits that the contents of Para No.7 are matter of record, hence anything contrary to the record is specially denied.
8. The Respondent submits that the contents of Para No. 8 are wrong, incorrect, and hence denied. It is further submitted that it was rightly concluded by the learned Forum below that the demand notice dated 20.04.2024, raised on account of Contract Demand Violation Charges as per the tariff order, is due to magnetic tampering of the meter. During the Course of the hearing, learned Forum directed the Respondent to place on record the response of the matter manufactured which was duly submitted on 10.03.2025. The response of meter manufacture is reproduce below for the sake of brevity:

“ .....As and when the meter senses any magnetic influence, the meter shall start recording energy at I<sub>max</sub> (maximum current)”.

A copy of the same is placed on record as Annexure R-2 for the kind perusal of the Hon'ble Court. Therefore, the complaint filed by the complainant is liable to be dismissed with cost.

9. The Respondent submits that the contents of Para No.9 are matter of record, hence anything contrary to the record is specially denied.
10. The Respondent submits that the contents of Para No. 10 are matter of record, hence anything contrary to the record is specially denied.



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11. The Respondent submits that the contents of Para No. 11 are wrong, incorrect, and hence denied. It is further added that it is clear and agreed by the complainant consumer that the energy bill was generated on the basis of MRI data and correct recorded demand was taken from the MRI data and on the flipside complainant consumer has tried to prove the excess recorded demand was recorded due to disturbance in Grid Line caused by rains or lightening or bad weather. Therefore, the complaint of the complainant devoid of merits and liable to be dismissed.
12. The Respondent submits that the contents of Para No. 12 are wrong, incorrect, and hence denied. It is submitted that the energy bill was generated through actual consumption recorded from the energy meter through MRI, it is wrong and against the law that the correct amount of energy bill is liable to be refunded to the complainant consumer along with the surcharge levied.
13. The Respondent submits that the contents of Para No. 13 are wrong, incorrect, and hence denied. It is wrong to say by the complainant that the respondents have indulged in unfair trade practices by levying the CDVC of Rs. 3,97,599.75/- paisa in the bills dated 04.01.2024. The energy bill was generated on the basis of MRI data and recorded demand which was shown on 16.12.2023 as 397.20 x multiplying factor I.e  $1.667 = 665.133$  (MRI data and energy bill is enclosed as Annexed above.
14. The Respondent submits that the contents of Para No.14 are matter of record, hence anything contrary to the record is specially denied.
15. The Respondent submits that the contents of Para No.15 are matter of record, hence anything contrary to the record is specially denied.





16. The Respondent submits that the contents of Para No. 16 and sub-paragraphs (a) to (d) are incorrect and are hereby denied. It is further added that in the month of December 2023 Magnetic Tamper has been recorded in the energy meter which is sported by the MRI data of the month of December 2023 (copy enclosed as Annexure R-1 (Colly) above.). To for further verification the matter has been discussed with energy meter Manufacture M/s Secure meter and they had also submitted the report "As per provided meter data, Magnetic Event logged by meter on 16/12/2023.05:39:01 and restored on 16/12/2023.06:09:32, during magnetic event period meter logged energy on I<sub>max</sub> as per technical specification of HPSEB. A per Technical specification of HPSEB, as & when meter sense any magnetic influence, meter shall start record the energy at I<sub>max</sub> (Maximum current) in accordance with IS14697". Accordingly consumer has been charged the maximum demand as per actual recorded demand i.e. 665.133 KVA and CDVC amounting to Rs. 397599.75/ has been charged and recovered. It is submitted that all the facts related to the case were placed before the court and from that it is absolutely clear that whatever data of the energy meter s recorded, whether it is MRI data or tamper record or consumption, all that is recorded through software and there is no human error in it. As far as the matter is concerned, the software company has to check the data and report that magnetic tamper has been recorded in it exactly on 16.12.2023. That is absolutely correct. And it is very important to keep this fact in front of the Hon'ble Court that the warranty of the electricity meter is for 5 years, this does not prove that the electricity meter being recorded after that is wrong.







17. The Respondent submits that it is absolutely wrong to say that to prove magnetic tamper, physical inspection, testing and examination will have to be done in the M&T lab. On the contrary, the tamper recorded by the energy meter contains all the information related to the tamper. It is further submitted that, in addition to the submissions made in Para supra, the order passed by the Learned Consumer Grievance Redressal Forum on 12.03.2025 is in accordance with well-established legal principles. Therefore, the representation filed by the complainant is without merit and should be dismissed.

**D- The Complainant's written Arguments:**

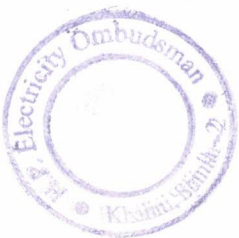
The Complainant did not submit any written arguments instead preferred oral arguments.

**E- The Respondent's written Arguments:**

The Respondent did not submit any written arguments instead preferred oral arguments.

**F- The Arguments of both during proceedings :**

1. The final arguments were conducted on 23/05/2025 and both the parties were given due opportunity to argue their contentions at length.
2. The Id. Counsel for complainant-initiated arguments and placed before the court the following key points of grievances:
  - a. that he is having connected load of 150 KW with a contract demand of 135 KVA at 11 KV Supply voltage and having installed Distribution Transformer in the premises of 180 KVA capacity.
  - b. that he is aggrieved on the monthly energy bill dated 04.01.2024 issued for the billing cycle 05.12.2023 to 01.01.2024 for Rs. 5,78,320/- in which they have shown the maximum recorded demand as 665.133 KVA and raised the demand charges on a contract demand of 135



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KVA for Rs. 33,750/- and on the remainder recorded demand of 530.133 KVA, the Respondents have levied contract demand violation charges for Rs. 3,97,599.75 paise.

- c. that the operation of the plant on a working day starts at 9:00 AM till early evening and thereafter on rest of hours the plant remains closed and apprehended possibility of faults either in line or other equipments of the respondents.
- d. that due to threatening for disconnection of electricity, he had deposited Rs. 3,08,652/- with the respondents under serious protest in order to avoid disconnection of electricity supply.
- e. that the bare perusal of MRI data of 16.12.2023 for the duration 6:00 hours to 6:30 hours regarding recording of maximum demand as 398.40 KVA, voltage as 6791.50, current 0.00 and power factor 1.00 clearly establishes the factum that the alleged abnormal jumping of maximum demand upto 665.133 KVA (399 KVA x 1.66700 multiplier) is due to disturbance in Grid Line caused by rains or lightening or bad weather.
- f. that the Ld. Forum held that the complaint is not maintainable in terms of provisions of Sub-Regulation 19(b) of HPERC (CGRF and Ombudsman) Regulations 2013 and failed to appreciate the provisions of Section 126(1) of Electricity Act 2003 which mandates that inspection has to be made by the Assessing Officer of premises or after inspection of equipments, devices, records etc., the Assessing Officer has to arrive at a conclusion that the consumer had indulged in unauthorized use of electricity and thereafter he is to make provisional assessment of electricity charges.

3. Both the Id. Counsel and Assistant Engineer appeared as Respondents put forth their arguments and asserted:



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- a. that the energy bill for January 2024 was generated based on MRI data and the recorded contract demand which are automatically processed as such the human intervention is entirely negligible in the bill generation process.
  - b. that the learned Forum concluded that the demand notice dated 20.04.2024, raised on account of Contract Demand Violation Charges as per the tariff order, is due to magnetic tampering of the meter.
  - c. that as per report dt.10.03.2025, the response of meter manufacturer is reproduced as:

*“.... As and when the meter senses any magnetic influence, the meter shall start recording energy at I<sub>max</sub> (maximum current)”*
  - d. that for further verification the matter had been discussed with energy meter Manufacture M/s Secure meter and they had also submitted the report “As per provided meter data, Magnetic Event logged by meter on 16/12/2023.05:39:01 and restored on 16/12/2023.06:09:32, during magnetic event period meter logged energy on I<sub>max</sub> as per technical specification of HPSEB in accordance with IS14697.
  - e. that accordingly, consumer had been charged the maximum demand as per actual recorded demand i.e. 665.133 KVA and CDVC amounting to Rs. 397599.75/ had been charged and recovered.
4. Thereafter Id. Counsel for both the parties had detailed discussions on the issue of ‘Magnetic Tampering’ as appeared in the MRI data. Both had different apprehensions and both were not sturdy in their thoughts on the findings of Id. CGRF, considering the event under Section-126 or 135 or otherwise.
5. However, this authority after listening to the arguments of both the parties could assess that the occurrence of event may or may not be due to



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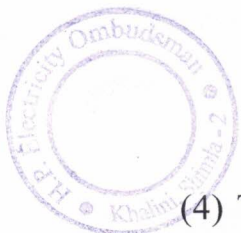


malfunctioning, which required further in-depth analysis to arrive at consensus. However, subject to findings Id. Counsel (Under Sect. Law) for Respondents showed reservations on the issue of interest as contended by the Complainant in his submissions. The arguments were concluded and order reserved.

**G- Consumer Grievance Redressal Forum Order No.1413/202412/38 dt. 12/03/2025:**

**ORDER**

- (1) Complaint has been filed in the last week of December 2024, by M/s Blessing Health Care Pvt Ltd, Industrial Area, Chambaghat, Tehsil and District Solan, HP. Complainant bearing consumer ID 100012001336, is a consumer of HPSEBL who is a distribution licensee and Respondent herein.
- (2) Complaint is in terms of alleged abnormal metering on 16.12.2023 resulting in excessive bill dated 04.01.2024 in respect of which Complainant has alleged inaction of inspection, inquiry and investigation on part of Respondent;
- (3) In terms of last Order passed by the Forum on 28.02.2025, the complaint was again listed today with directions to Respondent to forward the meter MRI data pertaining to date 16.12.2023 depicting „Magnetic Tamper“ to meter manufacturer and to seek the meaning / significance of „Magnetic Tamper“ event appearing in the said data. The said data/report from meter reflecting „Magnetic Tamper“ event had been submitted by the Respondent and taken on record by the Forum on 06.02.2025. The Respondent was further directed to place on record the response of the meter manufacturer by 12.03.2025 for further final hearing / arguments in the matter;
- (4) The response of the meter manufacturer vide its letter dated 10.03.2025, has been received by the Respondent and placed on record today. Response of



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meter manufacturer in the said letter is reproduced as follows –

*“.....as and when meter sense any magnetic influence, the meter shall start record the energy at I<sub>max</sub> (Maximum current) ....”*

- (5) Once the said meter MRI data pertaining to date 16.12.2023 depicting „Magnetic Tamper“ and ibid response by meter manufacturer informing magnetic influence is on record and has come into knowledge of the Forum, this Forum is of the considered opinion that the matter ceases to remain within its jurisdiction and scope and has to be dealt directly by the Respondent under the ambit and provisions of law covering section 126 or section 135 of the Electricity Act, 2003 which are in terms of Assessment for unauthorized use of electricity and Theft of electricity respectively. In this regard the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 notified by the HP Electricity Regulatory Commission (or the HPERC) provides for the following –

Quote

.....

.....

***19. Limitations/ pre-conditions for submission of grievance. –***

*The Forum may reject the grievance at any stage under any or more of the following circumstances: -*

.....

.....

*(b) in cases which fall under sections 126, 127, 135 to 139, 152, and 161 of the Act;*

.....

.....



*Sharma*



Un-Quote

- (6) In this regard the Ld Counsel for Complainant has objected to the matter falling under the said sections 126 or 135 of the Act on grounds that Respondent has not placed on record documents of provisional assessment Order passed by the assessing officer under section 126 of the Act and that no inspection report has been placed on record by Respondent of having detected unauthorized use of electricity and also that no information has been supplied by the Respondent qua unauthorized use. Also, that from the said letter
- (7) In view of foregoing, Forum not being convinced by the objection of Ld Counsel firmly holds that only after the complaint was filed and during the final hearing stage, has the typical condition of „Magnetic Tamper“ event recorded in meter and evidenced by meter MRI data, come into knowledge of the Forum. Also in presence of MRI data, there was no necessity for sending meter for testing. Even if no action was initiated by the Respondent before the institution of the complaint under the said sections of the Act or no party raised any reference to said sections of the Act, such matter in the opinion of Forum is without doubt covered under the said sections and accordingly clearly bars the Forum from proceeding in the instant complaint;
- (8) Accordingly, Forum rejects the objection raised by the Ld Counsel for Complainant; On aforesaid terms and under provision of sub-regulation 19(b) of the said HPERC Regulations, 2013, the complaint is not maintainable before this Forum and is accordingly dismissed.

**H-Analysis of the Complaint:**

1. The case file bearing Complaint No. 1413/202412/38 and orders passed on dated 12/03/2025 by the Consumer Grievance Redressal Forum Kasumpti, Shimla-171009 have been requisitioned and gone through and the relevant extract from





- para (1) to para (8) of the said order reiterated under the heading “G” above to arrive at legitimate conclusion.
2. The submissions made by the Complainant, reply submitted by the Respondents have been incorporated in entirety to have composite view of the entire case and have not been reiterated as the same stands reproduced under the headings ‘B’ & ‘C’ respectively.
  3. The documents annexed and placed on record; arguments offered by both the parties have also been gone through in depth.
  4. The appropriate Acts, Supply Codes, Tarif Orders have been referred to for clarity.
  5. M/s Blessing Health Care Pvt. Ltd. Bearing Consumer ID 100012001336 is Consumer of Respondent HPSEBL.
  6. The relief sought by the Complainant has not been reiterated for the sake of brevity and same may be referred under the heading “B”, the Complainant’s submission.
  7. The contentions of the Complainant detailed under the heading ‘B’, response of Respondent Board detailed under the heading ‘C’ and arguments conducted at length & placed under the heading ‘F’, gathers considered opinion to originate the following issues and for the sake of conciseness, the detailed analysis also has been done along with findings of the issues and wheresoever required, the contentions are recapped for clarity to arrive at judicious platform while delving contentions on merit.

**I-Issues in Hand:**

**Issue No-1:**

Whether the instant Representation is maintainable?

**Issue No.2:** Whether the magnetic Tampering as retrieved through MRI data in the instant case warrants action under Section-126 and line of action



thereafter adopted by the Respondent Board for raising demand note attributes action under Section-126 or 135 of the Electricity Act 2003 or otherwise.

**Issue No.3:**

Is it a viable proposition in the instant case on the relief sought by the Complainant to be refunded along with interest @ 15% on the so charged CDVC amount in terms of clause 5.7.3 of Supply Code 2009 and amended provisions thereof.

**J-Findings of the Issues:**

**Issue No-1:**

1. While going through the reply, the contentions of the Respondents have been observed as under:

- a. that the representation as preferred by the complainant is not maintainable in the eyes of the Law, hence liable to be dismissed, as it is based on conjectures and surmises.
- b. that the relief sought by the complainant is not tenable in law, in as much as that the complainant is liable to make payment of the CDVC as raised by the respondents, which is perfectly legal and valid, purely based on the MRI data retrieved from the system, which is beyond the scope of the human interference.
- c. that the present complaint is not maintainable in the eyes of law as the said energy bill is perfectly valid and legal in the eyes of law and further, the energy bill for the month of January 2024 was generated on the basis of MRI data which was retrieved from the energy meter no. HPSEB49066, wherein the human interference is totally negligible.

2. This authority asserts in the interest of justice that unless the Representation filed, falls beyond the jurisdiction of this authority which could be pronounced at the



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very outset as non-maintainable or unless adjudicated, this authority feels judicious to honor the 'Hierarchy of Adjudication System' and proceeds.

3. However, no such averments were cited even during arguments by the Respondents which could have substantiated their contentions and drawn attention of this authority towards non-maintainability.
4. In view of above and exercising the provisions in terms of regulation 33(2,3) read with 36(2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 where the Ombudsman is guided by the principle of natural law of justice, this authority feels judicious to give opportunity in terms of Regulation 33(3), the relevant extract of which is read as "*Provided further that no representation shall be rejected in respect of sub-clauses (a),(b),(c) unless the Complainant has been given an opportunity of being heard*", warrants contentions to be heard which cannot be judged unless an opportunity of being heard is given in terms of said provisions and might carry reasonable arguments in the interest of justice. So, in due cognizance to the above provisions and subject to the outcome of the proceedings, the Complaint is held maintainable at this stage only for initiation of proceedings /adjudications of grievances in the public interest.
5. After resorting to above findings under Issue-1 on maintainability and held maintainable, it shall be prudent to delve **the contentions on merit** through the following issues for legitimate analysis of the contentions thereof.

**This closes the findings on issue-1**

**Issue No.2:**

1. After referring to the order dt.12.03.25 of the Id. CGRF, Submissions, Reply and Arguments of individuals, it has been observed that the instant issue is quite intricate in nature and before resorting to analysis and delving in depth, requires at first instance the reiteration of specific





contentions of both Complainant and Respondents as well as crux of findings of Id. CGRF thereof to arrive at legitimate conclusion under Issue-2.

**2. The Complainant contends:**

- a. that he is a consumer of electricity having been provided connected load of 150 KW with a contract demand of 135 KVA at 11 KV Supply voltage and having installed Distribution Transformer in the premises of 180 KVA capacity.
- b. that Respondents issued monthly energy bill dated 04.01.2024 for the billing cycle 05.12.2023 to 01.01.2024 for Rs. 5,78,320/- in which they have shown the maximum recorded demand as 665.133 KVA and raised the demand charges on a contract demand of 135 KVA for Rs. 33,750/- and on the remainder recorded demand of 530.133 KVA, the Respondents have levied contract demand violation charges for Rs. 3,97,599.75 paise.
- c. that on the visit of office, the respondent No. 2 orally apprised the complainant consumer that the maximum demand has been recorded on 16.12.2023 as 665.133 KVA at 6 AM and resultantly the CDVC have been levied in the bill.
- d. that the Complainant informed Respondents through letter dated 12.01.2024 that the operation and functioning of the plant on a working day starts at 9:00 AM till early evening and thereafter on rest of hours the plant remains closed and apprised possibility of faults either in line or other equipments of the respondents and also enclosed the last 20 months energy bills along with letter dated 12.01.2024.
- e. that the respondents without redressing and resolving the grievances qua the CDVC amount of Rs. 3,97,599.75 paise, issued







notice dated 20.04.2024 regarding non-payment of energy bill on account No. 100012001336 and required the complainant consumer thereon to deposit Rs. 3,08,652/- and in case of default, threatened for disconnection of electricity supply wherein he had deposited Rs. 3,08,652/- with the respondents under serious protest in order to avoid disconnection of electricity supply.

- f. that the bare perusal of MRI data of 16.12.2023 for the duration 6:00 hours to 6:30 hours regarding recording of maximum demand as 398.40 KVA, voltage as 6791.50, current 0.00 and power factor 1.00 clearly establishes the factum that the alleged abnormal jumping of maximum demand upto 665.133 KVA (399 KVA x 1.66700 multiplier) is due to disturbance in Grid Line caused by rains or lightening or bad weather.
- g. that the Ld. Forum held that the complaint is not maintainable in terms of provisions of Sub-Regulation 19(b) of HPERC (CGRF and Ombudsman) Regulations 2013 and failed to appreciate the provisions of Section 126(1) of Electricity Act 2003 which mandates that inspection has to be made by the Assessing Officer of premises or after inspection of equipments, devices, records etc., the Assessing Officer has to arrive at a conclusion that the consumer had indulged in unauthorized use of electricity and thereafter he is to make provisional assessment of electricity charges.

**3. The Respondent contested as under:**

- a. that the energy bill for January 2024 was generated based on MRI data and the recorded contract demand which are automatically processed as such the human intervention is entirely negligible in the bill generation process.





- b. that the learned Forum concluded that the demand notice dated 20.04.2024, raised on account of Contract Demand Violation Charges as per the tariff order, is due to magnetic tampering of the meter.
- c. that as per report dt.10.03.2025, the response of meter manufacturer is reproduced as:
- “.... As and when the meter senses any magnetic influence, the meter shall start recording energy at I<sub>max</sub> (maximum current)”.*
- d. that for further verification the matter had been discussed with energy meter Manufacture M/s Secure meter and they had also submitted the report “As per provided meter data, Magnetic Event logged by meter on 16/12/2023.05:39:01 and restored on 16/12/2023.06:09:32, during magnetic event period meter logged energy on I<sub>max</sub> as per technical specification of HPSEB in accordance with IS14697.
- e. that accordingly, consumer had been charged the maximum demand as per actual recorded demand i.e. 665.133 KVA and CDVC amounting to Rs. 397599.75/ had been charged and recovered.
4. The Id. CGRF in crux to his findings under said order landed to following conclusion:

- a. That once the said meter MRI data pertaining to date 16.12.2023 depicting “Magnetic Tamper” and ibid response by meter manufacturer informing magnetic influence is on record and has come into knowledge of the Forum, this Forum is of the considered opinion that the matter ceases to remain within its jurisdiction and scope and has to be dealt directly by the Respondent under the ambit and provisions of law covering section 126 or section 135 of the Electricity Act, 2003 which are in terms of Assessment for unauthorized use of electricity and Theft of electricity respectively.
- b. Accordingly, Forum rejects the objection raised by the Ld Counsel for Complainant; On aforesaid terms and under provision of sub-







regulation 19(b) of the said HPERC Regulations, 2013, the complaint is not maintainable before this Forum and is accordingly dismissed.

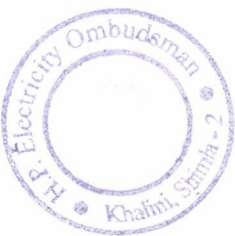
5. After referring to the above specific contentions of both Complainant and Respondent and the arguments advanced as well as the crux of findings of Id. CGRF as restated above, this authority for analysis purpose first refers to the section 126 and 135 of the Electricity Act, 2003 and reproduces the relevant part as under:

*"126. Assessment-(1) If on inspection of any place or premises or after inspection of the equipment, gadgets, machines, devices found connected or used, or after inspection of records maintained by any person, the assessing officer comes to conclusion that such person is indulging in unauthorized use of electricity, he shall provisionally assess to the best of the judgement the electricity charges payable by such person or by any other person benefited by such use."*

*"Section 135. (Theft of Electricity): --- 1[(1) Whoever, dishonestly, -- (a) taps, makes or causes to be made any connection with overhead, underground or under water lines or cables, or service wires, or service facilities of a licensee or supplier as the case may be; or*

*(b) tampers a meter, installs or uses a tampered meter, current reversing transformer, loop connection or any other device or method which interferes with accurate or proper registration, calibration or metering of electric current or otherwise results in a manner whereby electricity is stolen or wasted; or*

6. Before resorting to detailed analysis, let us first examine the action taken by the Respondents after visualizing MRI data on dt.16.12.2023 based on which in the monthly energy bill dated 04.01.2024, the remainder recorded demand of 530.133 KVA, had been levied with CDVC charges for Rs. 3,97,599.75/- which stands paid under protest by the Complainant in accordance with clause 5.7.1 of the Supply Code, specifies well concerned and abiding principles.
7. It has been observed that no such documents have been placed on record which may either confirm that under such circumstances when the MRI data indicated "Magnetic Tamper" event in the instant case, the mandated procedure as required in terms of Section-126 was followed by the Respondents to assess indulging in unauthorized usage of electricity or in



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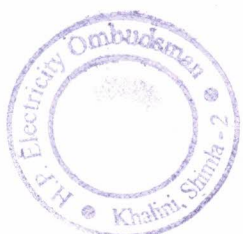


terms of section 135, any external device found from the premises of the Complainant which might had been used to produce strong magnetic influence to cause occurrence of 'Magnetic Tamper' event to corroborate intend to attempt 'Unauthorized Erosion'.

8. The above scrutiny clearly shows that even the record does not support as to any action taken by the Respondents under Section-126 or 135 as per procedure, rather raised the demand on the basis of MRI data retrieved.
9. Since, this matter has been filed before this authority for legitimate settlement of this ambiguity at this stage as per MRI data placed on record which actually occurred on 16.12.2023, finds no other way but to examine MRI data in depth to pave the way for prudent settlement and to assess applicability of Section 126 or 135 if persists in terms of findings of Id. CGRF which could not be continued and ceased at his end due to constraints under provision of sub-regulation 19(b) of the said HPERC Regulations, 2013.
10. At the very outset, this authority over-rules the objection of the Complainant that maximum demand cannot surpass against the capacity of 180 KVA transformer installed in the premises of the Complainant. This calls for reference of report of manufacturer which stands reproduced in the reply submitted by the Respondents and for the sake of clarity is reproduced as under:

*"As and when the meter senses any magnetic influence, the meter shall start recording energy at I<sub>max</sub> (maximum current)".*

11. The characteristics of the instant meter as per Technical specification of HPSEB cannot be denied as it lies in the record of HPSEBL and specifies that as & when meter senses any magnetic influence, meter shall start recording the energy at I<sub>max</sub> (Maximum current) in accordance with IS14697".







12. This authority extracts from the specification of the said meter as mentioned herein by the Respondents under para-16 of reply, and deduces that actual demand remains within the specified limit of capacity of transformer installed but for occurrence of such unwarranted conditions, theoretically, the modern energy meter records many times higher demand at *I<sub>max</sub>* to satisfy the relevant provisions of the Act under such circumstances.

13. Now let us examine whether the occurrence of 'Magnetic Tamper' event in the instant case attributes to some malfunctioning of the system or due to indulgence of the Complainant in an unauthorised means.

14. Apparent to MRI data placed on record and reply submitted by the Respondents under para-16 of reply reads:

*"As per provided meter data, Magnetic Event logged by meter on 16/12/2023.05:39:01 and restored on 16/12/2023.06:09:32, during magnetic event period meter logged energy on I<sub>max</sub> as per technical specification of HPSEB."*

15. The scrutiny of MRI data reveals that the instant event occurred on dt. 16.12.2023. For arriving at conscious conclusion, the MRI data needs to be delved in microscopic manners.

16/12/2023

**Table-1 (Factory is Close)**

Timings	KVA	KVAr	KW	Voltage	Average Current	P.F.	Flags
04.00-04.30	0.00	0.00	0.00	6985	0.00	1	
04.30-05.00	2.40	0.00	2.40	6985	0.00	1	
05.00-05.30	3.60	0.00	3.60	6921	0.00	1	phF
05.30-06.00	<b>398.40</b>	<b>397.20</b>	<b>398.40</b>	6921	0.00	1	phF
06.00-06.30	<b>188.40</b>	<b>183.60</b>	<b>188.40</b>	6794	0.00	1	phF
06.30-07.00	1.20	0.00	1.20	6731	0.00	1	phF
07.00-07.30	2.40	0.00	2.40	6604	0.00	1	phF
07.30-08.00	1.20	0.00	1.20	6413	0.00	1	

KVA- Apparent power  
 KVAr- Reactive power  
 KW- Active Power  
 P.F. – Power Factor  
 phF- phase failure



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**HIMACHAL PRADESH ELECTRICITY OMBUDSMAN**  
**SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002**  
 Phone: 0177-2624525, email: [ombudsmanelectricity.2014@gmail.com](mailto:ombudsmanelectricity.2014@gmail.com)

16/12/2023

**Table-2(Factory is Open)**

Timings	KVA	KVAr	KW	Voltage	Average Current	P.F.	Flags
09.30-10.00	31.20	1.20	31.20	5969	1.50	1	
10.00-10.30	50.40	2.40	49.20	5969	2.70	1	
10.30-11.00	61.20	3.60	61.20	5905	3.30	1	
11.00-11.30	52.80	7.20	51.60	5969	2.70	0.98	
11.30-12.00	52.80	7.20	52.80	5969	2.70	1	
12.00-12.30	49.20	8.40	48.00	5969	2.70	1	
12.30-13.00	45.60	7.20	44.40	5969	2.40	1	
13.00-13.30	56.40	9.60	56.40	5969	3.00	0.98	

16. The above tables 1&2 without any doubt confirms the submissions of Complainant that the operation and functioning of the plant on a working day starts at 9:00 AM till early evening and thereafter on rest of hours the plant remains closed. The above analysis clearly indicates that on the day of 'Magnetic Tamper' event which occurred at **05:39:01** hrs., the factory started functioning at 09.30hrs. as per daily routine and remained closed w.e.f. 19.30hrs onwards.

17. For the analysis purpose, two different ranges of factory status have been taken i.e. one under 'Table-1' from **04.00hrs to 08.00hrs** and second under 'Table-2' from **09.30hrs. to 13.30 hrs.** to visualize transparently as to what remains the status of demand under normal conditions when the factory is closed and when it starts functioning.

18. The scrutiny of MRI data reveals that the Respondents as per record considered the event occurred on **16/12/2023.05:39:01** and restored on **16/12/2023.06:09:32(refer para-3(d) above)**. This authority also takes cognizance of this period as period of event for analysis and comparison purpose.

19. It has been observed that the event started at **05:39:01hrs** on dt. **16/12/2023** whereas the phase failure flag activated prior to the event in



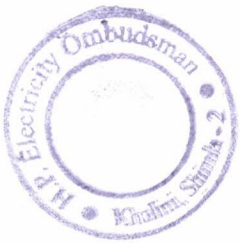
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between 05.00 to 05.30 and inspite of the fact that the event restored at **06:09:32 hrs.**, the phase failure flag continued and restored only after 07.30hrs. The abnormal hike in KVA, KVA<sub>r</sub>, KW as per above restored to normal at **06:09:32 hrs. app. i.e 1.30 hrs. (one and a half hr.)** prior to the restoration of phase failure flags which is alarming and construes **malfunctioning** due to one reason or the other.

20. In view of above comprehensive analysis, the very important fact is drawn that all such abnormality occurred only during the hours when the factory was not operating except for some light routine load as apparent from MRI data.
21. It has also been observed that the abnormal jump of demand in the instant case had the receding trend which vary from 398.40 KVA to 188.40 KVA, implies that the “Magnetic Influence” was not persistent in nature or otherwise in case of unauthorised attempt, the demand could have shown stable profile which does not appear to be in the instant case.
22. After going through the MRI data prior to and after the event as placed on record from 05.12.2023 to 31.12.2023 and subsequent bills annexed for 20 months, it is conceded that such type of tampering never appeared in the past as well as after the event. This scrutiny further clarifies that had the Complainant been habitual of such tampering, he could have attempted earlier also which is not the case here as evident from the record.
23. After ascertaining the status of Power Factor maintained as per above table and as per MRI data, which was mostly found in between 1 & .98 and sometimes in the instant case showed negative value even to the extent of -.99, confirms that the capacitor banks installed are of sufficient capacity and after mitigating the differential lagging reactive power requirements of the system, even supplies power to the grid. This arrangement of the Complainant as appears from the consumption data is



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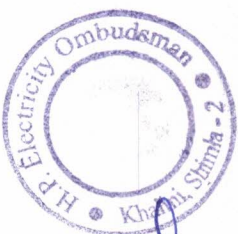
appreciable in the interest of grid security. However, this authority is not aware of the factual arrangement on this account, but the analytical data shows healthy power factor being maintained which is significant in itself.

24. In view of above analysis, it is inferred that the event occurred when factory was not functioning, construes that no extra power during that period was drawn except for nominal load as per routine which can be clearly visualised from MRI data which further shows that almost current remained zero and practically demand also remained nominal. The only abnormal hike in demand got recorded by virtue of characteristics of the energy meter as per technical specification when 'Magnetic Tampering' event occurred due to influence of strong magnetic field.

25. After thorough scrutiny of MRI data and subsequent bills which do not develop any such suspicions of attempting unauthorised means, this authority draws considered opinion that the instant case takes a lead of malfunctioning over the unauthorised attempt of 'Magnetic Tampering' which is apprehended to be resulted into radiation of strong magnetic field appeared as 'Magnetic Tampering' and as per specification of the energy meter, recorded demand at I<sub>max</sub> (maximum current)

26. Before adding conclusive findings on the instant issue, this authority by giving benefit of doubt would like to explore some types of Malfunctioning that may be anticipated as commonly cause of Magnetic Interference if not attempted intentionally, may be as under:

- a. Switched-Mode Power Supplies (SMPS) which are common in modern electronics and their rapid switching action can generate significant high-frequency noise and harmonics, which can radiate as magnetic interference if not properly filtered and shielded. Malfunctioning like faulty components or improper switching can exacerbate this.





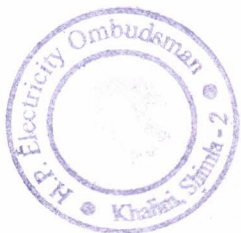


- b. Sudden rises and falls in current and voltage levels such as those caused by switching inductive loads (relays, solenoids, motors) or electrostatic discharge (ESD), can create strong electromagnetic pulses and magnetic fields.
- c. Unintended oscillations in electronic circuits, particularly in power electronics can generate high frequency electromagnetic energy that interferes with other devices.
- d. Poor or improper grounding can create ground loops which are paths for unwanted currents to flow and generates magnetic fields and noise.
- e. Aging or damaged components such as capacitors, inductors or wires may also cause such influences.
- f. that may be due to some weak points in the supply system of Respondents which may attract such abnormal behaviour of the system resulting malfunctioning to the extent that the magnetic influence aggregated may even surpass the shielding of the system also.

27. In view of above, the Complainant is advised to get examined from some expert, all above inferences to avert this kind of interference which may attract imposition of section-126 under suspicion thereof and may lead to irreparable loss.

28. On forgoing exhaustive analysis, this authority draws considered opinion and asserts as under:

- a. that during the event the factory was not functioning.
- b. that the '**Phase failure flag**' activated before the occurrence of the event and remained continued for '**One and a Half hr.**' even after the restoration of the event.



*Ruphal*



- c. that the normal load as per routine was found drawn, immediately after the restoration of '**Magnetic Tamper**' event, as evident from MRI data placed on record.
- d. that '**Power Factor**' remained well maintained as is required to run the system in healthy conditions.
- e. that as per record no such abnormality prior and after the event was noticed which could have drawn the attention of this authority to act under Section-126 or 135 of the Act.
- f. that no extra power was drawn when the abnormal hike in demand was observed.
- g. That the Magnetic Influence had receding trend as the maximum demand varied from 398 KVA to 188 KVA.

29. In view of above exhaustive findings after resorting to the detailed analysis, in terms of the provisions under regulation 36(2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 where the Ombudsman is also guided by the principle of natural law of justice, this authority feels nourished to conclude meticulously that no such intentional act of Complainant could be observed which could have called for doubtful integrity and hence, the instant case does not attract Section-126 or 135 of the Act, rather attributes to malfunctioning. Hence, the contention of the Complainant is held tenable in the instant case.

**This closes the findings on issue -2.**

**Issue-3**

1. The Complainant contends that the Respondents are liable to pay interest @ 15% on the so charged CDVC amount in terms of para 5.7.3 of Supply Code 2009 and amended provisions of the same.







2. After resorting to the detailed analysis under Issue-2, it has been observed that the said case is of peculiar type where the legitimate findings have been concluded as 'Malfunctioning' and attracts attention of both Complainant and Respondent in terms of exclusive mandates as detailed in para- 25(a to f) above.
3. This authority conceives without any doubt that the CDVC charges in the instant case have been considered quashed in view of the legitimate conclusion under Issue-2 that the system experienced extraordinary malfunctioning resulting into radiation of strong magnetic field, even surpassed the shielded limit and caused 'Magnetic Tampering' which is quite rare and warrants seriousness of both Complainant and Respondents to look into the system as a combined gesture to avoid such occurrence in future.
4. In view of strange intricacy involved due to unusual behavior of the system, this authority asserts as under:
  - a. that the demand raised by the Respondents on account of CDVC is quashed and set-aside under the findings of Issue-2.
  - b. that the contention of the Complainant to avail interest thereof does not fall under the legitimate proposition in view of the fact that the instant issue warrants special attention of the Complainant, being occurrence of rare event and draws devotion to attend the exclusive issues as detailed in para- 25(a to f) above under Issue-2.
5. In view of the fact as analyzed above that the instant issue draws attention of both Complainant and Respondents towards vulnerable points of the system, the interest as contended is not legitimate prayer under the extant circumstances. Hence, the contention of the Complainant to avail interest in terms of relief sought is held untenable.

**This closes the findings on issue -3**



*Signature*



**K-Order:**

1. The order passed by the Consumer Grievance Redressal Forum at Kasumpti on dated 12/03/2025 in Complaint No.1413/202412/38 is upheld in principle which in terms of findings under Issue-2 and in due cognizance to the present circumstances is considered quashed.
2. The demand of Rs. 3,97,599.75/- and any surcharge accrued thereof on account of CDVC on 530.133 KVA contract demand raised in bill dated 04.01.2024, is quashed and set-aside, in terms of exhaustive findings under Issue-2.
3. The Respondent Board is at liberty to refund/adjust this amount raised against CDVC that stands paid by the Complainant under protest and any surcharge accrued exclusively on account of CDVC, in the ensuing bills against the outstanding amount within 15 days excluding holidays from the date of issue of this order.
4. The interest as contended by the Complainant is not allowed in accordance with findings under Issue-3.
5. Under the powers drawn in terms of Regulation 37 (3)(d) (e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, both Complainant and Respondent Board respectively are directed to keep awareness about the healthiness of the system, as the malfunctioning may attribute to either end in terms of findings under Issue-2, para-25(a to f) and may sometime cause irreparable loss.
6. The Respondent Board is further directed to take immediate action in line with directives of this authority under para-2&3 above to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and







Ombudsman) Regulations, 2013, for appropriate action by the Commission under the provisions of the Electricity Act, 2003 and onus on individuals.

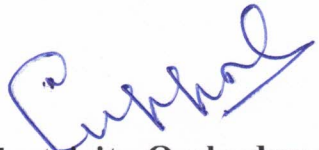
7. The Complaint filed by M/s Blessing Health Care Pvt. Ltd. Industrial Area Chambaghat Tehsil and Distt Solan-173212 (HP) is hereby disposed of.
8. No cost to litigation.
9. The case file is consigned to record room and order is also placed at site as well as conveyed telephonically for the convenience of reference.

Given under my hand and seal of this office.

Dated: 09/06/2025

Shimla



  
Electricity Ombudsman